



Licensing Agreement for NEWHALL SCHOOL DISTRICT, CA

June 7, 2016

DreamBox is a SaaS instructional technology that provides personalized math instruction in an engaging environment for students. DreamBox provides a three pronged approach to math focusing on teaching concepts, problem solving and procedures that is underpinned with an intelligent adaptive engine that sequences and personalizes instruction to meet the needs of each student. We look forward to providing DreamBox Learning to the students served by NEWHALL SCHOOL DISTRICT and to helping differentiate and personalize elementary math instruction.

Agreement and Quotation Summary:

- DreamBox license for K- 6 students
- License allocation for 10 Individual Site Licenses.
- Licenses good for 36 months from the activation date.
- Pricing proposal is valid through 6/30/2016 12:00:00 AM
- License includes 24/7 access for all enrolled students
- DreamBox online, phone and email customer support for teachers, administrators and parents
- Access to all updates to the product during the lifetime of the subscriptions
- DreamBox will offer professional development to support implementation.

Qty	Description	Price	Sub-Total
10	Elementary Site License Renewal Year 1	\$6,400.00	\$64,000.00
10	Multiyear Expansion Years 2 & 3 of Agreement	\$10,400.00	\$104,000.00
1	Professional Development Services Ongoing support to ensure DreamBox remains in line with District goals	\$13,500.00	\$13,500.00
	Sales Tax	\$0.00	\$0.00
	Outside of the states of Washington South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Total Amount:	\$181,500.00 USD



Contract Summary	
Customer: Jeff Pelzel Asst Supt, Instructional Services jpelzel@newhall.k12.ca.us 661-291-4000	Agreement Prepared By: Jon Bell Regional Account Manager jonathan.bell@dreambox.com 877-451-7845 ext.462
Customer's Billing Address: NEWHALL SCHOOL DISTRICT, CA 25375 ORCHARD VILLAGE RD., STE 200 SANTA CLARITA, CA 91355	Company Mailing Address: 600 108 th Ave. NE, Suite 805 Bellevue, WA 98004-4454 Phone: 877.451.7845 Fax: 425.484.6476

This Software-as-a-Service Agreement (the "**Agreement**") is made and entered into by and between DreamBox Learning, Inc., a Delaware corporation ("**DreamBox Learning**"), and the customer identified above ("**Customer**"). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide access to and use of the Software and Services set forth above. This Agreement includes the Terms and Conditions, which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by signature below.

Terms and Conditions

DreamBox Learning objects to any different or additional terms in Customer's purchase/sales order documentation, except as expressly agreed to in writing. Applicable activation codes for the subscriptions purchased will be issued following receipt of the authorized signature or receipt of purchase order. Signature or receipt of purchase order on behalf of the customer represents a binding agreement to license the DreamBox Learning educational software. Subscriptions begin on date of receipt of the applicable purchase of DreamBox or upon the annual renewal date, as applicable Billing terms are net 30 days from receipt by DreamBox Learning of the purchase. Payment must be remitted in USD. All taxes, fees, levies are subject to change at the time of the order, unless a valid tax exemption certificate is presented to DreamBox Learning. Payments outstanding more than 45 days may result in cancellation of the subscriptions. All fees and payments are non-refundable; unless DreamBox terminates the subscription herein without cause during the term, in which case a prorated refund of the terminated subscription will be provided to Customer. DreamBox may only terminate the subscription herein for cause if Customer fails to remedy a breach to the reasonable satisfaction of DreamBox within ten (10) days after being requested in writing by DreamBox to do so. In the event of any disagreement or dispute between the Parties arising under this quotation, the parties agree to use good faith efforts to resolve the disagreement or dispute amicably. No failure or delay by DreamBox Learning in exercising any right shall constitute a waiver of that right. The subscriptions referenced in this Licensing Agreement are subject to the acceptance of all terms set forth in the current version of the Terms of Use at <http://www.dreambox.com/terms>, provided that in the case of conflict between the terms of this quotation and the Terms of Use, the terms of this quotation shall govern. DreamBox Learning does not warrant its products or services except as specifically agreed to in writing. Notwithstanding the Terms of Use, neither party shall have any contractual indemnification obligations to the other party. Any dispute regarding this Licensing Agreement shall be governed by the laws of the State of Washington, and the parties agree to accept the exclusive jurisdiction of any court of the State of Washington, King County Circuit Court or the United States District Court.

DREAMBOX LEARNING, INC

CUSTOMER

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

SIDE LETTER AGREEMENT BETWEEN DREAMBOX LEARNING, INC. ("Dreambox") and Newhall School District ("NSD") dated as of June 7, 2016.

1) The parties agree that the DreamBox "Terms and Conditions" in its standard License Agreement are modified as follows:

a) Dispute resolution venue:

DreamBox agrees to accept the laws of Los Angeles County, CA (as opposed to King County, WA) to govern disputes under our License Agreement.

2) The parties agree that the Dreambox "Terms of Use" (updated 5/19/14) as set forth on at www.dreambox.com is modified as follows:

a) Acceptance:

This section is modified as follows:

As illuminated by changes to the Modification section below, DreamBox agrees to notify Newhall School District ("NSD") of substantive changes to its Terms of Use.

DreamBox agrees to waive all of its rights with respect to indemnification clauses generally in its Terms of Use. Additionally, DreamBox agrees that NSD's responsibilities for user adherence to the Terms of Use do not extend beyond employees of NSD.

b) Modifications:

This paragraph is modified as follows:

DreamBox agrees to notify NSD upon substantive changes to its Terms of Use; should NSD find these changes objectionable, DreamBox agrees to consider amending this side letter agreement to reflect any additional modifications.

c) Registration:

This paragraph is modified as follows:

DreamBox requires certain information during the registration process that constitutes personally identifiable information ("PII") as defined in the Family Education Rights and Privacy Act, explicitly the student's last name, gender and current grade level (the "Registration Information"). During the use of our software, we collect information about the patterns of usage, choices and preferences (the "Participation History"). DreamBox uses this Registration Information and Participation History for the sole purpose of providing education services through its software (see the DreamBox Privacy Policy for explicit information on usage descriptions). To further clarify our Terms of Use, DreamBox maintains the confidentiality of all PII and will never use PII or Registration Information or Participation History which is in any way attributable to the student, teacher or NSD; additionally, DreamBox will never disclose this information to third parties without your express written permission and will not sell, trade or assign any information that could in any way be attributed to the district, it's employees or students.

d) Content:

This paragraph is modified as follows:

The definition of Content is modified to distinguish usage data ("Educational Content") and other information that may be entered into the software or otherwise provided to DreamBox directly from time to time ("Other Content") including posted text, code, messages, opinions, advice, statements, reviews, comments, and other materials and information. NSD's responsibility for evaluating Other Content extends only to its employees and not to student or other non-employees. Should DreamBox identify any objectionable Other Content that it determines may be offensive, illegal or that might otherwise violate the rights of or harm any third parties, DreamBox will bring this Other Content to the attention of NDS for its own consideration and appropriate action. DreamBox also reserves the right to delete any such information.

e) Termination:

The paragraph is modified to read in its entirety as follows:

DreamBox shall have the right upon at least thirty (30) days written notice to NSD to terminate its software licenses for cause, which shall include failure of NSD to abide by the terms of the Agreement as amended by each of these side agreements, if such failure has not been remedied within the 30-day notice period.

This termination modification also applies to any claims of copyright infringement DreamBox may receive from NSD with respect to Other Content as further described above.

f) Disclaimer of Warranties; Limitations on Liability:

The paragraph is modified to read in its entirety as follows:

DreamBox Learning represents and warrants that, during the term of the License Agreement, it will have all requisite ownership, rights, or licenses necessary to grant to NSD access to and use of the Software and Services, free and clear of liens, adverse claims, encumbrances, and interests of third parties.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION OR THE LICENSE AGREEMENT, DREAMBOX LEARNING DOES NOT MAKE ANY ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. DREAMBOX LEARNING EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DREAMBOX LEARNING TO ANY THIRD PARTY.

The total liability to either party for any claim arising out of or relating to the Services, the Software, the Content, the Site or the existing terms of use, whether in contract or in tort, shall not exceed the amount paid or payable by NSD to DreamBox under its License Agreement.

g) Indemnity:

This section supersedes the language in the DreamBox "Terms and Conditions" in the License Agreement regarding indemnification. Neither party has any indemnification obligation to the other party.

h) Links and Advertising:

This section does not apply to NSD.

i) Governing Law and Arbitration:

Legal venue is changed to Los Angeles County, CA.

j) Release:

The section is deleted in its entirety.

3) The parties agree that the Dreambox "Privacy Policy" (updated 5/19/14) as set forth on at www.dreambox.com is modified as follows:

8) Protecting Your Information:

This section is modified as follows:

Should an unauthorized access ("Breach") of NSD's Registration Information occur, DreamBox agrees to notify NSD of said Breach as soon as practical, but in no event later than 48 hours after DreamBox first learns of the Breach, including the nature and extent of the Breach and corrective measures that DreamBox has or will take with respect to preventing a further Breach.

The provisions of this side letter agreement shall supersede the License Agreement and the "Terms of Use" and do not comprise the entire agreement between the parties. All other provisions of the License Agreement and the Terms of Use shall remain the same.

Dated: June 30, 2016

DreamBox Learning, Inc.

By: _____

Name: _____

Title: _____

Newhall School District

By: _____

Name: _____

Title: _____